

We inclose our check for \$5000.00 payable to the Board of Regents, Western Kentucky State Teachers College as security for our accepting the bonds and to paying for same when duly presented and in event of our failure to do so, the same shall be considered as liquidated damages. If not awarded the bonds, our check shall be returned.

ALMSTEDT BROS.

By J. R. Burkholder

J. J. B. Hilliard & Son

By Marion A. Cardwell

There being no further business, the Board adjourned.

*Harry W. Peters*

Chairman

*Arthur L. Cherry*

Secretary pro-tem

Minutes of Board Meeting

April 25, 1936.

In response to a call of State Superintendent, Harry W. Peters, there assembled at 4:00 o'clock p.m. April 25, 1936 in President Cherry's office the following newly appointed members of the Board: Judge Huston Quin of Louisville, Judge Fielding J. Pentecost of Henderson, and Mr. B. J. Borrone of Bowling Green. Below is a copy of the call issued by Mr. Peters:

Notice of Special Meeting

To:

Huston B. Quinn

F. J. Pentecost

Louisville, Kentucky

Henderson, Kentucky



Mrs. W. P. Drake

Bowling Green, Kentucky

B. J. Borrone

Bowling Green, Kentucky

members of the Board of Regents of the Western Kentucky State Teachers College:

Notice is hereby given that a special meeting of Board of Regents of the Western Kentucky State Teachers College will be held in the President's Office in the Administration Building at Bowling Green, Kentucky, at 4:00 p.m., Saturday, April 25, 1936, for the following purposes:

1. To organize the newly appointed Board.
2. To receive bids for the erection of the classroom and laboratory building known as PWA Project # Ky-1043R and to award contract for same.
3. To consider and pass upon any or all business which may come before the Board.

This is an important meeting and I am urging upon you to be present. Do not fail to bring your commission of appointment with you and present same to the secretary.

Dated this 20th day of April 1936.

H. W. PETERS

SUPERINTENDENT PUBLIC INSTRUCTION

Upon presentation of their commissions from Governor Chandler the Regents present were sworn into office by the Bursar, Miss Florence Schneider. The roll was then called and a quorum declared present. Mrs. W. P. Drake one of the Regents recently appointed was out of the state and was unable to attend the meeting. Upon suggestion and mutual agreement the reading of the minutes was postponed until after the opening and reading of the specified bids. The meeting then adjourned from the office of President Cherry to Vanmeter Hall, a room that would be large enough to accommodate all present to submit bids, as well as others who might be present.

In the absence of the chairman, Mr. Peters, the Board nominated and elected Mr. Borrone as vice-chairman and he took charge of the meeting. At the request of Captain Brinton B. Davis, the architect, who opened the bids Mr. Borrone read them. The following is a list of the bidders.



Struck Construction Company, Louisville, Ky.-	\$287,500
Foster-Creighton Company, Nashville, Tenn.-	\$296,730
J. B. Jennings, Louisville, Ky.-	\$309,900
F. C. Gorrell & Sons, Russellville, Ky.-	\$294,886
Geo. H. Rommel, Louisville, Ky.-	\$305,000
Coath & Goss Inc., Chicago, Ill.-	\$316,300

#### Heating and Plumbing

A. M. Gallatin, Nashville, Tenn.-	\$58,869
Montgomery Ward & Co., Louisville, Ky.-	\$47,767
Meyer Heating and Plumb.Co., Chicago, Ill.-	\$51,688

After the opening and reading of the bids it was suggested by Mr. George H. Sager, Jr., State Director of P.W.A., that all bids be turned over to the architect, Captain Brinton B. Davis, with a request that he study them, make comparisons, and submit a report of his recommendation as to the award. It was understood that Captain Davis would be able to do this within the next ten days or two weeks at which time the Board would be called to re-assemble to let the contract.

President Cherry then introduced Mr. Emery Dent a citizen of Bowling Green who desired to make a statement before the Board as to the material of which the proposed building is to be constructed. He was accompanied by three other citizens representing the various clubs of the city, namely; Mr. Henry Funk, Mr. J. P. Masters, and Mr. W. H. Richerson. Mr. Dent said he had been asked to make a plea on behalf of the community for the use of Bowling Green stone. He called attention to the desirability of using this material because of its beauty, because of preserving the uniformity of the buildings on the Hill, and because of the unemployment situation here. Accompanying this committee were other citizens, among them Mr. John B. Rodes, attorney, who voiced his earnest hope that Bowling Green stone would be used in the construction of the building.

Mr. George H. Sager, Jr., suggested that it would be in good taste and worthwhile for the Board to draw up an appropriate resolution setting out the points mentioned by Mr. Dent. Mr. Rodes was asked to prepare such a resolution.

The Board then adjourned in order to reconvene in executive session in the office of President Cherry. In the meantime State Superintendent of Education, Harry W. Peters, arrived and took charge of the meeting. The Secretary was asked to read the minutes of March 11th and of March 23rd. Mr. Peters made a statement to the Board explaining the nature of the business transacted at these meetings. Upon motion duly seconded the minutes of both meetings were approved with a slight correction.

President Cherry reported to the Board that the bonds referred to had been sold and delivered and the money had been received and properly deposited. Upon suggestion of President Cherry Mr. Cuthbertson



(provost of the school) was asked to explain to the Board the proffered contract of the Kentucky-Tennessee Light and Power Company for electrical current on the Hill. Before taking up his discussion of this matter Mr. Cuthbertson informed the Board that of the \$309,000 for the sale of the bonds about one-third had been deposited in the American National Bank and two-thirds in the Citizens National Bank in accordance with instruction of the Government. He then read the proposed contract with the Kentucky-Tennessee Light and Power Company. Upon motion of Judge Quin with a second from Mr. Borrone it was agreed that the contract be accepted and the proper individuals be authorized to sign it. The following is a copy of the contract:

#### CONTRACT

THIS AGREEMENT, made and entered into this 25th day of April 1936, by and between the KENTUCKY-TENNESSEE LIGHT & POWER CO., hereinafter referred to as the "Company", a corporation organized and existing under and by virtue of the laws of the State of Kentucky, party of the first part, and the BOARD OF REGENTS OF THE WESTERN KENTUCKY STATE TEACHERS COLLEGE, Bowling Green, Ky., hereinafter referred to as the "Consumer", party of the second part.

WITNESSETH:

The Consumer agrees to purchase from the Company all of the electrical energy used for light and power purposes in any and all of its buildings as they now exist or may be hereafter erected or extended, in or near the City of Bowling Green, Kentucky.

This agreement shall become effective March 1, 1936, and terminate on June 30, 1938, as hereinafter set out.

The Company agrees to furnish electric energy to the Consumer (in accordance with such rules and regulations as may from time to time be adopted in connection with the furnishing of electric energy to the public) for the operation of such motors and lights as may be required. The electric service shall be in the form of 3 phase, 60 cycles, approximately 220 volts, and single phase, 60 cycles, and approximately 220-110 volts.

The Company agrees to deliver and the Consumer agrees to take and pay for said electric energy at the rate of Two and one-half (2½) Cents, net per KWH. All bills for electric service will be rendered monthly and will be payable within ten days of the billing date.

It is understood and agreed that all energy will be metered at the primary voltage in so far as practicable.



It is agreed that the Consumer shall be responsible for any damage to persons or property which may be caused by said electrical energy after it has been delivered to the Consumer at the several metering points, and the Consumer agrees to indemnify and save harmless the Company from any and all liability for damages to persons or property that may be caused by or which may accrue or result from any electrical energy, or otherwise, after such energy is delivered to the Consumer at the metering points.

It is understood and agreed that the supply of current shall be continuous, but if interrupted or discontinued through reason of fire, strike, war, civil disturbance, serious epidemic, Act of God, bona fide injunctions or restraining orders, or any other reason beyond the control of the Company, the Company shall not be responsible for such interruptions.

It is understood and agreed that this agreement shall automatically renew itself from the date of expiration, from year to year, at the same rate and under the same terms herein stated, unless notice in writing by either party is given sixty (60) days previous to the date of expiration.

It is understood and agreed that this agreement shall be binding upon and inure to the benefits of the successors, legal representatives or assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by their respective authorized officials.

KENTUCKY-TENNESSEE LIGHT & POWER CO.

By R. Fitch

TITLE Gen. Mgr.

BOARD OF REGENTS OF THE WESTERN  
KENTUCKY STATE TEACHERS COLLEGE

By H. H. Cherry

TITLE President

B. J. Borrone

TITLE Vice-Chairman



At this time a resolution expressing the interest of the Board in having the new classroom building constructed of Bowling Green stone was read by Judge Quin who moved its adoption. The motion was seconded by Judge Pentecost and unanimously adopted. The resolution follows:

#### RESOLUTION

On motion by Judge Quin, seconded by Judge Pentecost and unanimously carried, it was resolved by the Board of Regents that Bowling Green limestone should be used in the construction of the classroom and laboratory building for the following reasons:

1. Because of the local unemployment situation. Bowling Green is surrounded by stone quarries from which is produced a beautiful white oolitic limestone. This limestone is not only used around Bowling Green but has been used in the Governor's mansion at Frankfort, Kentucky, and at Peabody College, Nashville, Tennessee; also in many buildings in large Eastern states. It is peculiarly adapted to the construction of large buildings such as this would be and such as have already been erected on College Heights. These quarries around Bowling Green have been practically prostrate during the depression and they will immediately revive if this building is built of Bowling Green stone. There is no question of the ability to produce, quarry, and manufacture the stone. There will be a number of people given employment whose natural business in the past has been stone quarrying and who are now idle. This reason of local unemployment was one urged upon the Public Works Administration in the application of the original loan and grant.

2. Because to use a darker stone will mar the harmony and beauty of the buildings on the Hill. Perhaps as it stand now, the most beautiful building on the Hill--the Library--is the one which will adjoin this classroom and laboratory building to be constructed and which appears built of white Bowling Green limestone. Also the Physical Education Building, West Hall, and the Industrial Arts Building all of which buildings are in close proximity on the Hill, are of Bowling Green white limestone. To erect this building of a darker stone will be a discord in the architectural harmony of the buildings on the Hill.

3. There can be no question of the fact that Bowling Green stone is adapted to the construction of buildings like this. It has been used in too many instances



of long standing and has always proven satisfactory. One of its best qualities is that it hardens by exposure and whitens with age. We are informed also that it is accepted by the Bureau of Standards at Washington.

For the above reasons the Board now goes on record that it very much prefers the Bowling Green stone and entertains no doubt that from the standpoint of usefulness, strength, durability and beauty, as well as harmony and consistency with the other buildings on the Hill, it is preferable to other stone.

Judge Pentecost moved that the architect, Captain Brinton B. Davis, be requested to confer individually with each of the bidders and to ascertain from them whether they contemplated using Bowling Green stone or will use Bowling Green stone in the contract of this building and report such reply as he may receive together with his analyses and recommendations before the meeting of the Board after two weeks. The motion was seconded by Mr. Borrone and unanimously passed.

President Cherry then called attention to the fact that it would be necessary for the Board to authorize the issuing of diplomas to the graduates of the institution upon recommendation of the faculty. The motion was made by Judge Pentecost, seconded by Judge Quin and unanimously passed.

After this President Cherry stated that the purpose of the present session had been completed but that he would like to make a statement concerning the condition of the school hoping to go more into detail at the following meeting of the Board within the next two weeks. He expressed a deep appreciation for the personnel of the present Board of Regents and also his happiness in the interest that Governor Chandler had shown in appointing the present Board. In a few words he gave a very short history of the institution. He requested that the next meeting of the Board be on a school day so that the Regents may attend chapel and see the school in session and become acquainted with the work that Western is trying to do.

Mr. Cuthbertson also made a short statement concerning his connection as Regent and later Provost with Western and the intense satisfaction he has received from the association.

Each of the members of the Board of Regents present, Mr. Borrone, Judge Quin, Judge Pentecost, and Mr. Peters made a statement pledging their support and desire to do everything possible to see that Western continues the great work that has heretofore been done. Before the adjournment of the meeting Superintendent Peters explained to the Board the allowance for their expenses for the meetings and what steps should be taken to file these accounts.



President Cherry stated that he had not as yet been able to prepare his report and recommendations as to election of faculty and personnel for the following year but would do this at the next meeting of the Board.

Upon motion of Judge Quin with a second from Mr. Borrone, Miss Mattie McLean was unanimously elected as Secretary to the Board of Regents.

Judge Pentecost requested that the Board meet some other day in the week than Monday as Monday was always a very busy time with him. President Cherry suggested Friday which seemed to be suitable.

Upon motion of Judge Quin with a second from Mr. Borrone the meeting adjourned.

*Mattie McLean*  
Secretary

*H. W. Peters*  
Chairman

### Minutes of Board Meeting

May 16, 1936.

On the afternoon of May 16 at 1:00 o'clock there convened in President Cherry's office the Board of Regents with Superintendent Harry W. Peters presiding. The house was called to order and the oath administered to Mrs. W. P. Drake who presented her commission from Governor Chandler. The roll was called and a quorum declared present. The minutes of the previous meeting were read, corrected and adopted.

After the reading of the minutes the chairman called for the report of the architect, Captain Brinton B. Davis, on the bids that had been left with him for study and recommendation. After considerable discussion the following resolution was adopted upon roll call following motion made by Judge Quin with a second from Mr. Borrone:

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RESOLVED that, upon the recommendation of Captain Brinton B. Davis, the architect, to the effect that the bid of the Struck Construction Company for the erection of the proposed classroom and laboratory building is the lowest, the bid of the specified company shall be accepted with the understanding that the stone to be used shall be Bowling Green Stone.